

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE**

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DOMINIC FAIELLA,

Plaintiff,

v.

SUNBELT RENTALS, INC., et al.,

Defendants.

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No. 18-11383 (RMB/AMD)

**ORDER**

This matter comes before the Court on several Motions brought by Plaintiff Dominic Faiella (“Plaintiff”), Defendant Live Nation Worldwide, Inc. (“Live Nation”), and Defendant Sunbelt Rentals, Inc. (“Sunbelt”). Below is a synopsis of the relevant documents in this case.

The Fourth Amended Complaint is the operative Complaint. [Docket No. 97.] It alleges six Counts: Violation of the New Jersey Products Liability Act, as against Sunbelt, for Manufacturing Defect (Count I), Design Defect (Count II), Failure to Warn (Count III), and Breach of Implied Warranty (Count IV); Negligence, as against Sunbelt (Count V); and Intentional Tort, as against Live Nation (Count VI). [Id.]

Sunbelt’s Answer and Cross-Complaint alleges five crossclaims against Live Nation: Contribution and Contractual Indemnity (Count I); Declaratory Judgment (Count II); Breach of Contract (Count III); Negligence (in the alternative) (Count IV); and Contribution and Common Law Indemnity (Count V). [Docket No. 104.]

Finally, Live Nation's Answer and Cross-Complaint alleges three crossclaims against Sunbelt: Indemnification (Count I); Contribution (Count II); and Contractual Indemnity and Assumption of Defense (Count III). [Docket No. 108.]

The parties also have several Motions pending before the Court. First, Live Nation filed a Motion for Summary Judgment [Docket No. 185] on August 27, 2020. Broadly, this Motion argues that Plaintiff's claims and Sunbelt's crossclaims are barred by the Worker's Compensation Bar. [See id.] Plaintiff filed his Response in Opposition [Docket No. 195] on September 21, 2020. Sunbelt filed its Response in Opposition [Docket No. 196] on September 21, 2020. Live Nation filed its Reply [Docket No. 198] on September 28, 2020. This Motion has been administratively terminated since January 8, 2021. [See Docket Nos. 235, 271.]

Second, Plaintiff filed a Motion for Summary Judgment [Docket No. 206] on November 13, 2020. Broadly, this Motion argues that Plaintiff cannot be found to have been contributorily negligent. [See id.] Sunbelt filed its Response in Opposition [Docket No. 225] on December 7, 2020. Plaintiff filed his Reply [Docket No. 228] on December 14, 2020. This Motion has been administratively terminated since January 8, 2021. [See Docket Nos. 235, 271.]

Third, Sunbelt filed a Motion for Summary Judgment [Docket No. 207] on November 13, 2020. Broadly, this Motion argues that Sunbelt is entitled to summary judgment on all counts alleged by Plaintiff. [See id.] Plaintiff filed his Response in Opposition [Docket No. 224] on December 7, 2020. Sunbelt filed its Reply [Docket No. 227] on December 14, 2020. Sunbelt also filed a Supplemental Motion [Docket No. 284] on

May 21, 2021. This Motion has been administratively terminated since January 8, 2021.

[See Docket Nos. 235, 271.]

Fourth, Sunbelt filed a Motion to Redact and Seal [Docket No. 237] on January 20, 2021. Broadly, this Motion argues that any reference to the Arbitration Award and Findings—namely a specific piece of testimony from the parties’ Arbitration—be stricken from the record. [See id.] Live Nation filed its Response in Opposition [Docket No. 240] on February 2, 2021. Plaintiff filed his Response in Opposition [Docket No. 241] on February 2, 2021. Sunbelt filed its Reply [Docket No. 242] on February 9, 2021.

Fifth, Sunbelt filed a Motion for Summary Judgment [Docket No. 272] on May 5, 2021. Broadly, this Motion argues that Sunbelt is entitled to summary judgment in its favor on its crossclaims against Live Nation and on Live Nation’s crossclaims against it. [See id.] Live Nation did not file a Response in Opposition to this Motion, although it did file its own Motion for Summary Judgment, discussed below. [See Docket No. 283.] Sunbelt filed its Reply [Docket No. 287] on June 14, 2021.

Sixth, Live Nation subsequently filed its own Motion for Summary Judgment [Docket No. 283] on May 19, 2021. Broadly, this Motion argues that Live Nation is entitled to summary judgment on Sunbelt’s crossclaims. [See id.] Sunbelt filed its Response in Opposition [Docket No. 285] on May 26, 2021. Live Nation did not file a Reply.<sup>1</sup>

The Court having carefully reviewed the parties’ filings, for good cause shown, and with a written Opinion to follow, if necessary,

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<sup>1</sup> Additionally, there are two Motions not included among those listed here. [Docket Nos. 203, 205.] The Court struck Live Nation’s Motion for Summary Judgment [Docket No. 203] on May 11, 2021. [Docket No. 278.] Plaintiff’s Motion in Limine [Docket No. 205] is and will remain administratively terminated until after the filing of the Final Pretrial Order. [See Docket Nos. 223, 271.]

IT IS, on this 29th day of July 2021, hereby:

**ORDERED** that Live Nation's Motion for Summary Judgment [Docket No. 185] is **GRANTED, IN PART**, insofar as the Court grants judgment in favor of Live Nation on (1) Plaintiff's Intentional Tort claim (Count VI of the Fourth Amended Complaint) and (2) Sunbelt's Contribution claims only (parts of Counts I and V of Sunbelt's Cross-Complaint), and **DENIED WITHOUT PREJUDICE** in all other respects; and it is further

**ORDERED** that Plaintiff's Motion for Summary Judgment [Docket No. 206] is **DENIED WITHOUT PREJUDICE** in its entirety; and it is further

**ORDERED** that Sunbelt's Motion for Summary Judgment [Docket No. 207] and Supplemental Motion for Summary Judgment [Docket No. 284] are **GRANTED, IN PART**, insofar as the Court grants judgment in favor of Sunbelt on (1) Plaintiff's Design Defect claim (Count II of the Fourth Amended Complaint), and **DENIED WITHOUT PREJUDICE** in all other respects; and it is further

**ORDERED** that Sunbelt's Motion to Redact and Seal [Docket No. 237] is **GRANTED**; and it is further

**ORDERED** that Sunbelt's Motion for Summary Judgment [Docket No. 272] is **GRANTED**, insofar as the Court holds that the Services Agreement between Sunbelt and Live Nation governed the rental of the Ranger in question, and **DENIED WITHOUT PREJUDICE** in all other respects; and it is finally

**ORDERED** that Live Nation's Motion for Summary Judgment [Docket No. 283] is  
**DENIED WITHOUT PREJUDICE** in its entirety.

s/Renée Marie Bumb  
RENÉE MARIE BUMB  
United States District Judge